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2011 OCT 10 P 3:44

WAKE COUNTY, CSC

PREPARED BY, RECORD & RETURN TO:
Ragsdale Liggett PLLC (Campbell)
2840 Plaza Place, Suite 400
Raleigh, NC 27612

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made effective this 22 day of August, 2011, by and between the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA**, organized under the laws of the United States of America ("Assignor"), having an address of 1601 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Settlement Manager, and **BANKUNITED** ("Assignee"), with an address of 14817 Oak Lane, Miami Lakes, Florida 33536.

WHEREAS, on May 21, 2009, in accordance with the Federal Deposit Insurance Act, 12 U.S.C. § 1821 *et seq.* (the "FDIC Act"), the Office of Thrift Supervision took possession of all assets and affairs of BankUnited, FSB, and appointed the Assignor as the receiver of BankUnited, FSB.

WHEREAS, in accordance with the FDIC Act, the Assignor is empowered to liquidate the assets of BankUnited, FSB in order to wind down the affairs of BankUnited, FSB.

WHEREAS, on or about May 21, 2009, in accordance with that certain Purchase and Assumption Agreement (Whole Bank, All Deposits) dated May 21, 2009 (the "Purchase Agreement"), by and among the Assignor, Assignee and the Federal Deposit Insurance Corporation ("FDIC"), the Assignor sold certain assets of BankUnited, FSB to Assignee, including but not limited to, the following loan documentation and other rights and interests:



A. All of the loan documents, contracts, agreements, records, etc., underlying and/or related to the Borrower, **GUSTAVO ROMANELLO and ACELA ROMANELLO**, husband and wife, including but not limited to the following (collectively, the "Loan Documents"):

1. **Adjustable Rate Note** dated July 22, 2005, in the original principal amount of One Hundred Forty-Five Thousand One Hundred and no/100s Dollars (\$145,100.00); executed and delivered by Gustavo Romanello and Acela Romanello and payable to the order of BankUnited, FSB; and
2. **Deed of Trust** dated July 22, 2005, executed and delivered by Gustavo Romanello and Acela Romanello, husband and wife, securing the sum of One Hundred Forty-Five Thousand One Hundred and no/100s Dollars (\$145,100.00) to Esther Santos, as Trustee, for the benefit of BankUnited, FSB and recorded on July 25, 2005 in Book 11485, Page 1309 and re-recorded on July 24, 2006 in Book 12075, Page 183, Wake County Register of Deeds.

B. The rights, claims and interests underlying and arising from the Loan Documents (hereinafter referred to as the "Rights") which Rights would include the right to appoint a substitute trustee under the Deed of Trust, and therefore includes all rights, title and interest in and to the Appointment of Substitute Trustee executed by Assignee which substituted Esther Santos as Trustee for Trustee Services of Carolina, LLC on November 22, 2010, and which was recorded on February 9, 2011, in Book 14264, Page 1980, Wake County Register of Deeds; and

C. Any and all claims, actions, causes of action, choses of action, judgments, demands, rights, damages and liens, together with the right to seek reimbursement of attorney's fees, costs or other expenses of any nature whatsoever, whether known or unknown, arising from, relating to or based upon the Loan Documents and the Rights (collectively, the "Claims").

NOW, THEREFORE, for valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Loan Documents, Rights and Claims. Assignor hereby unconditionally ratifies the prior transfer of all the rights, title and interests in and to the Loan Documents, Rights and Claims and, to the extent now necessary or beneficial, hereby grants, transfers and assigns to Assignee all of Assignor's right, title and interest in the Loan Documents, Rights and Claims.

2. All Other Documents. Assignor hereby unconditionally grants, transfers and assigns to Assignee all Assignor's right, title and interest in all other documents or agreements entered into or received by BankUnited, FSB in connection with or related to the Loan Documents, Claims and/or Rights.

3. Representations and Warranties. In accordance with the FDIC Act, Assignor had in May 2009, and has as of the date hereof, the full power to sell and assign the Loan Documents, Rights and Claims to the Assignee. Assignor has made no prior assignment or pledge of the Loan Documents, Rights and Claims to anyone other than Assignee. Except as specifically stated otherwise above, this Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

4. Successors and Assigns. This Assignment shall inure to the benefit of the successors and assigns of the Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee.

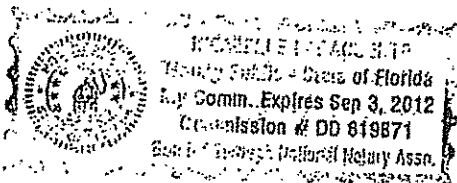
IN WITNESS THEREOF, Assignor has executed this Assignment to Assignee as of August 22, 2011.

FEDERAL DEPOSIT INSURANCE
CORPORATION, RECEIVER OF
BANKUNITED, FSB, CORAL GABLES,
FLORIDA, organized under the laws of the
United States of America

By: [Signature]
Name: Tim Reilly
Title: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF Miami-Dade

On the 22 day of August, 2011, before me, the undersigned, personally appeared Tim Reilly, the Attorney-in-fact of the FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as the RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA, on behalf of the corporation who is (check one) ☒ personally known to me or has provided me with (insert type of identification) as satisfactory evidence that he/she is the person who executed this instrument.



[Signature]
Notary Public, Acting in the State and County
Aforesaid
(Print Name): Inezbelle Laracuente
My Commission Expires: (See Notary Seal)
My Commission Number is: (See Notary Seal)